INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

Form Approved OMB No. 9000-0002 Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, Respondents should be aware the notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

COLICITATIONALIDED						
. SOLICITATION NUMBER	2. (X one)		3. DATE/TIME RESPONSE DUI	1		
	a. INVITATION FOR	BID (IFB)	7 November	- 2003		
SP0412-03-R-4822	b. REQUEST FOR PR	OPOSAL(RFP)	1 100000000			
	c. REQUEST FOR QU	OTATION (RFQ)	7 November 1600 Es	T		
	INSTRUC		1,00-0			
Note: The provision entitled "Required Central	Contractor Registration" applies	to most solicitations.				
1. If you are not submitting a response, complete different return address is indicated in Block 7	the information in Blocks 9 thro	ugh 11 and return to the issuin	g office in Block 4 unless a			
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements in prescribed in 18 U.S.C. 1001.						
Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.						
4. Information regarding the timeliness of respon Modifications, and Withdrawals of Bids" or Insti						
4. ISSUING OFFICE (Complete mailing address, inclu	ding Zip Code)	5. ITEMS TO BE PURCHAS	SED (Brief description)			
Defense Supply Center Richmond						
ATTN: DSCR Procurement		(
8000 Jefferson Davis Highway						
Richmond, Virginia 23297-5770						
6. PROCUREMENT INFORMATION (X and complete as applicable)						
a. THIS PROCUREMENT IS UNRESTRICTED)					
X b. THIS PROCUREMENT IS 100 % SET-	ASIDE FOR SMALL BUSINES	S. THE APPLICABLE NAIC	S CODE IS:			
	ASIDE FOR HUB ZONE CONC					
d. THIS PROCUREMENT IS RESTRICTED TO						
7. ADDITIONAL INFORMATION						
Multiple NSNs. Offeror is not requir Please remember to complete clause fi	red to propose on all N lll-ins.	SNs.				
Provide Pricing. Provide Surge Plan if Required.						
You may provide additional past perfo	ermance info.					
8. POINT OF CONTACT FOR INFORMATION						
a. NAME (Last, First, Middle Initial)		b. ADDRESS (It	nclude Zin Code)			
CATHERINE CONTRERAS, PZGDD41		,	Center Richmond			
c. TELEPHONE NUMBER (Include d. E-MAIL ADD	PRESS	ATTN: DSCR P 8000 Jefferson I	rocurement			
Area Code and Extension) (804) 279-6820 Catherine.Contrers	ac@dear dla mil	Richmond, Virg	inia 23297-5151			
Catherine Contrer	as(a)(a)(a)(a)(a)(a)(a)(a)(a)(a)(a)(a)(a)(****			
9. REASONS FOR NO RESPONSE (X all that apply)						
a. CANNOT COMPLY WITH SPECIFICATIO			RE OR SELL THE TYPE OF ITE	MS INVOLVED		
b. UNABLE TO IDENTIFY THE ITEM(S)	c. OTHER (S	pecify)				
c. CANNOT MEET DELIVERY REQUIREME	INT					
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WE DO DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED. 11a. COMPANY NAME b. ADDRESS (Include Zip Code)						
STATES (Mondo Esp Code)						
c. ACTION OFFICER			,			
1) Typed or Printed Name	(2) Title	(3) Signature		(4) DATE SIGNED		
(Last, First, Middle Initial)		(-)		(yyyymmdd)		

DD FORM 1707 (BACK) FEB 2002

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FOLD

FROM



SOLICITATION NUMBER
SP0412-03-R-4822

DATE (YYMMDD) LOCAL TIME
2003 NOV 07

TO Defense Supply Center Richmond ATTN: DSCR-JJC 8000 Jefferson Davis Highway Richmond, Virginia 23297-5860

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7. ISS	UED BY	,	· ·		CODE	SP040	00	8. Al	DDRES	S OFFER TO ((If other	than Item 7)			
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CAUT	ION -	LATE subje	4)279-4165 Submissions, Modificat to all terms and cond	ntions, and W itions contain	ithdrawal	s: Section L, solicitation.	, Provisio	n No. 52	2.214-7	7 or 52.215-1	1.	(170			(Date)
10. FO	R	. 1	A. NAME CATHERIN	E CONTRE	RAS, PZ	GDD41									
CALI	IATION .		B. PHONE / FAX (NO CC (804) 279-6820 / FA			E-MAIL ADD				eras@dscr.c	dla.mil				
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X	С	DES	CRIPTION/SPECS./WOR	K STATEMEN	JT	•	9	X	J	LIST OF AT	TTACHM	MENTS			19
X	D	PACKAGING AND MARKING			10	P	ART	IV - REPRESENTATIONS AND INSTRUCTION							
X	Е	E INSPECTION AND ACCEPTANCE			10			REPRESENTATION		TIONS, CERTIFICATIONS AND)			
X	F	DELIVERIES OR PERFORMANCE				11	X	K			NTS OF OFFEROR		,	19	
	G CONTRACT ADMINISTRATION DATA					X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS				21			
	H SPECIAL CONTRACT REQUIREMENTS				X	М	EVALUATION FACTORS FOR AWARD				24				
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-15D. F	AX NO.							15E. F	-MAIL	ADDRESS					
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									(Signa	nture of Contra	acting Off	icer)			
IMPO	RTAN	Γ - Aw	ard will be made on this Fo	orm, or on Stan	dard Form	26, or by other	r authorize	d officia	written	notice,					

42 NSNs for Parts Kits

The purpose of this solicitation is to provide worldwide support for the National Stock Numbers (NSNs) listed in Attachment 1. The NSNs are from FSCs 1560, 1615, 1620, 1650, and 1660. The NSNs may be awarded individually. The contractor may quote on the entire solicitation or on as many NSNs as they have the capability to perform. The contract awarded will be an Indefinite Delivery Indefinite Quantity type contract. The solicitation contains a two-year base period with three one-year option periods.

The contractor shall function as a source of supply for the NSNs on this contract to consistently deliver parts to the DLA Depots. Delivery Orders will be issued to the contractor through the Paperless Ordering Placement System (POPs). The contractor shall interface with DoD Information Systems in an Electronic Commerce/ Electronic Data Interchange (EC/EDI) environment as specified in section titled 'System Interface and Integration' below. On an exception basis, manual delivery orders may be issued for these items.

Pricing: The Contractor is to provide pricing for the base period and option periods. Attachment 1 identifies the NSNs, and estimated demand quantities for the base period and option periods. Please provide contractor pricing on this spreadsheet. Contractors are encouraged to consider minimum order quantities (MOQ), particularly when the Annual Demand Quantity (ADQ) is zero. Contractors are not required to honor orders for quantities less than the MOQ [see clause I67, 52.216.19]. Evaluation will be based on the estimated annual demand quantity (ADQ) as provided in attachment 1. These numbers are based on the best projection available at the time of this solicitation and are subject to change. It is important to note that some of the NSNs may have ADQs of zero; however, these NSNs may not necessarily have zero demands. They may, in fact, be items recently assigned to DSCR, or items for which historical data is otherwise incomplete or unavailable, or items for which the Government has no recurring demands and therefore, cannot forecast any realistic estimates. Offerors are encouraged to submit offers consistent with quantities reflected in their own historical data where available.

Each individual NSN will be evaluated by multiplying the proposed unit price times the ADQ to arrive at the estimated total for each NSN. In those cases where the annual demand quantity is zero, the government will use (1) to represent the quantity.

- ** Vendors are highly encouraged to submit pricing in an electronic format (spreadsheet) either through e-mail or on a disk to help expedite the evaluation process.
- I71, 52.216-22, Indefinite Quantity: The minimum contract value is defined as the guaranteed monetary value of the aggregate orders issued during the base period only. The minimum will not guarantee orders for any particular item or group of items. The Government will not guarantee a minimum for the option periods. The Government will compute a different

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before the require	ed cont	tract deli	very d	late sp	ecified in the DO.	The		
required delivery	date i	for each N	NSN is	indica	ted in Attachment	1.		
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Solicitation Number:

Surge and Sustainment: Surge and Sustainment NSNs are identified in Attachment 2. Surge and Sustainment requirements are outlined in clauses 52.217-9G25 and 252.217-9G06 in Section I, in instruction 52.217-9G26 in Section L, and in 52.217-9G27 in Section M. In the attachment, the individual quantity requirements for each month are identified as well as the total six-month requirement per NSN. 'Surge Support' is one of the evaluation factors; therefore, offerors are required to comply with the specific clauses/provisions.

CLIN 6000 - Surge and Sustainment Requirement. Notice to Offerors: Clin 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities. The surge quantity requirements are identified at Attachment #2. The offeror must specify the percentage of price increase for surge quantities or state 'none'. If the offeror fails to do so, the offeror will be evaluated with no additional charge for surge quantities.

Surge	Support	Plus	9

CLIN 6001 - Capability Assessment: Cost, if any, that the contractor would incur in complying with the requirement to conduct a surge validation plan. If none, state 'none'. Reference Clause 52.217-9G25, 252.217-9006 and 52.217-9G26.

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CLIN 6002 - Investment costs: Investment costs, if any, to execute the surge plan otherwise state 'none'. Reference Clause 52.217-9G25, 252.217-9006 and 52.217-9G26

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Packaging Requirements: Higher-level packaging requirements in accordance with MIL-STD-2073 apply. All items shall be marked in accordance with MIL-STD 129. The contractor is required to package material in accordance with Quantity Unit Pack (QUP) specified in MIL-STD-2073 and the Unit of Issue (UI) specified in each DO.

Quality: The contractor shall establish, implement, document and maintain a quality system that ensures conformance to all contractual requirements and meets the requirements of ISO 9001:2000. However, the contractor may propose an equivalent quality system model. If the contractor chooses to propose an equivalent quality, the clause in E5 - 52.246-11 - Higher Level Quality Requirements must be completed.

All of the NSNs except three require origin inspection. Quality Assurance Provisions for each NSN appears in Attachment 3, the Quality Matrix.

Access to Technical Data Packages: Items shall be manufactured in

accordance with Government technical data packages and drawings. The contractor may obtain technical data packages using the following website: http://www.dscr.dla.mil/tdmd/mb_index.asp. Contractors must have a membership number to access technical data. Contractors must follow the instructions provided on this website to obtain a membership number and technical data.

The Contractor is responsible for notifying the Government if the drawings or technical data is different from the information cited in the Acquisition Item Description (AID). Attachment 4 includes item descriptions obtained from the Contract Technical Data File (CTDF).

System Interface and Integration: In accordance with Clause52.211-9G33-POPS- Computer Compatibility, the contractor shall establish interface capability with DLA's Standard Automated Material Management System (SAMMS) and Defense Automated Addressing System (DAAS). These interfaces will be for purposes of sending and receiving EC/EDI transmissions, electronic invoices and/or receipt transactions processing, and establishing two-way communication for logistics and management information. The Contractor shall ensure adequate systems interfaces are used to integrate commercial systems with Government systems for the entire logistics trail.

The following three EDI transactions are required for the purposes of transmitting the DOs and Tracking Performance:

850 Purchase/Delivery Order

856 Shipment Notice Manifest

997 Functional Acknowledgment

The Purchase/ Delivery Order (850) will be processed through Defense Supply Center Richmond. The Functional Acknowledgement (997) will show that the contractor has received the delivery order and will establish the order issue date. The Shipment Notice (856) will identify the order shipment date of the total quantity. The functional acknowledgement and shipment notice will be used to track performance metrics. DSCR will utilize the Enterprise Linked Logistics Information Source (ELLIS), a performance metrics-tracking program, to measure contractor's performance.

NOTE: This solicitation includes the attachments listed below which should be downloaded from the following DSCR website: http://www.dscr.dla.mil/kd/

Attachment 1: Pricing Workbook (Excel Spreadsheet)

Attachment 2: Surge and Sustainment (Excel Spreadsheet)

Attachment 3: Quality Matrix (Excel Spreadsheet)

Attachment 4: PID Data (html format)

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CONTINUATION SHEET

Solicitation Number:

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SECTION B

PR: LTC03223013869

NSN: 0000-00-000-0000

ITEM DESCRIPTION:

NOT KNOWN

CRITICAL APPLICATION ITEM

DELIVER FOB: See Clause

ASTM-D-3951-95

QTY VARIANCE: PLUS See Clause MINUS See Clause

INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:
UNIT CONT = A1: OPI = O:
INTRMDTE CONT =
PACK CODE = Q: PACKING LEVEL = B:
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.
PALLETIZATION SHALL BE IN ACCORDANCE WITH D001450000 REV A
DATED 1210
SUPPLEMENTAL INSTRUCTIONS
PRESERVATION AND UNIT PACKING SHALL BE ID
ENTICAL TO COMMERICAL PACKAGING PRACTICES
USED BY THE SUPPLIER FOR PREVENTION OF
DETERIORATION AND MECHANICAL DAMAGE IAW

SEE CLAUSE 52.211-9G22, SECTION F, CODE F8, FOR D001450000 PALLETIZATION REQUIREMENTS.

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION) MARKING AND BAR CODING IN ACCORDANCE WITH AIM BC1.

NON-MILSTRIP PROJ

CONTINUATION SHEET

NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text.

Quality Assurance Provisions (QAPs), Contract Data Requirements Lists (CDRLS), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference.

FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

B10	9-3 ALT	REQUIREMENT FOR HOLDING FIRST ARTICLE: DSCR (JAN 1996)
B12	9-5	FIRST ARTICLE DELIVERY UNDER INDEFINITE DELIVERY CONTRACTS DSCR (MAR 1999)
B15	11-8	OFFER OF SURPLUS MATERIAL FOR LIFE SUPPORT, FLIGHT SAFETY CRITICAL ATECRAFT PART

The solicited item is a Life Support, FSCAP, or IRPOD. Due to the item's critical nature, offers of surplus material will only be evaluated to accommodate unique contingencies, such as obsolete aircraft/system, when the original equipment manufacturer is out of business, or if the sole vendor does not respond.

(FSCAP) OR INDIVIDUAL REPAIR PARTS ORDER DATA (IRPOD)

B21B 11-9 POPS - PRODUCT INFORMATION: DSCR (JAN 1996)

Offerors are required to provide the following information regarding the items offered:

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

Offerors shall write/type this information on the schedule of items below each item description unless such information has already been identified in the item description.

B24A FACSIMILE BIDS/PROPOSALS 14-1 DSCR (MAR 1999)

- (a) Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NBITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.
- In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.
- (1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30~a.m. on the day of bid opening will be presumed to have been received
- (2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to $1:30~\mathrm{p.m.}$ on the day of closing will be presumed to have been received on time.

MANDATORY OPTION REQUIREMENT (MAR 1999)

The option clause in Section I of this solicitation

is MANDATORY. FAILURE TO PROVIDE this pricing information may result in rejection of your offer. If Schedule prices are requested on both an origin and destination basis and/or on incremental quantities, option prices must be offered in the same manner.

POPS-GENERAL SOLICITATION NOTICE B33C 17-13 DSCR (OCT 2001)

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18 (Section I). acquisition contains provisions for 3 option years. See DSCR Clause 52.217-9G08 (Section I).

RIGHTS GUARD DSCR (FEB 1998) B47 27-1

Rights Guard data restrictions apply; see Clause 52.227-9G05 (Section I). Prior to requesting technical data an Annual Certification for the Use of Rights Guard Technical Data, DSCR Form P42, and an Annual Rights Guard Destruction Certification, DSCR Form 4178, must be on file at DSCR-VA, ATTN: Rights Guard Program, District Conference of the Conferenc Richmond, VA 23297-5604. Contact 804-279-5912 for forms.

DSCR FORM P-41 FREIGHT SHIPPING B68 47-3A INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in Section 3 of the DSCR Master $\,$ Solicitation http://www.dscr.dla.mil/procurement/mastersol.htm.

SECTION C

52.211-9G33 POPS - COMPUTER COMPATIBILITY C3 DSCR (MAR 2001)

- In support of the Paperless Ordering Placement System (POPS), the awardee will be required to have a compatible computer system capable of accepting our offers and processing Electronic Data Interchange (EDI) transactions. The American National Standards Institute's (ANSI) X12 Standard will be utilized for formatting the EDII transactions. The EDII system must be available for on line processing not later than 30 days after date of award.
- The computer system must also be Year 2000 (Y2K) (b) The computer system must also be Year 2000 (Y21 Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. data with it.
- The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center Richmond:
 - 850 Purchase/Delivery Order Transaction Set 856 Ship Notice/Manifest Tranaction Set
- (d) Awardee must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and have an electronic mailbox on a DAASC certified Value Added Network (VAN). For 856 Ship Notice/Manifest Transaction Sets, the awardee will have the option of using the Web-856 application, if it becomes available.
- Information regarding EDI, ANSI X12 transactions, and DAASC approved VANs can be obtained from the DAAS web site by going to www.daas.dla.mil, then select SYSTEMS & SERVICES, next select EC/EDI, and lastly select DAASC's VAN LIST.
 - (f) Specifics of the POPS System can be obtained from:

Defense Supply Center, Richmond Directorate of Planning and Resource Management Systems and Procedures Division ATTN: DSCR-OZP, Sharon Glasscock 8000 Jefferson Davis Highway Richmond, VA 23297-5516

CONTINUATION SHEET

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(Phone: (804) 279-3172)

The POPS implementation convention can be viewed by going to the DSCR web site at www.dscr.dla.mil./edi/pops/pops.htm. The link for 850 and 856 POPS is: www.dscr.dla.mil/edi2/pops1.htm.

(h) The following vendor EDI/Y2K information applies (vendor fill-in):

EDI/Y2K Point(s) of Contact:	
Phone Number(s):	
ISA07 Qualifier:	
ISA08 identifier:	
GS03 Identifier:	

SECTION D

D4I 52.211-9G45 POPS-SPECIAL MARKING INSTRUCTIONS (OCT 2001)

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2., Markings of ASTM D3951, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums except for 55 gallon drums.

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments NOTICE FOR SHIPMENT TO DEA STOCK BOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.

D4K 52.211-9G73 PACKAGING AND MARKING REQUIREMENTS (JUL 2002) DSCR

- (a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military air
- (b) Higher level packaging in accordance with ${\tt MIL\text{-}STD\text{-}2073}$ is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments FMS shipments

Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

- (c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: www.dsc.dla.mil/downloads/packaging/dlai4145 3.pdf. available on the internet at: www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf.
- (d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the

contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

 $\tt NOTE: \ Applicable$ to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

SECTION E

52.246-2 INSPECTION OF SUPPLIES - FIXED E3 (AUG 1996)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY E5 REQUIREMENT (FEB 1999)

The Contractor shall comply with the applicable higher-level contract quality requirement cited below, which is hereby incorporated into this contract:

ISO 9001 or ANSI/ASQC Q9001 when Quality Assurance Provision (QAP) 005, 006, 159, 189, 216, 222, V02, or V03 is included.

ISO 9002 or ANSI/ASQC Q9002 for any other QAPs.

DSCR NOTE to 52.246-11:

The higher-level standards referenced above shall apply unless the contractor indicates the proposal is based on a contractor's preferred quality system as identified below:

- [] Other recognized industry standard(s) (but non-ISO/ANSI/ASQC) that is equivalent to or better than applicable ISO/ANSI/ASQC standard indicated above. Specify
- [] Other process control system that is equivalent to or better than the applicable ISO/ANSI/ASQC standard indicated above which has not previously been determined to be insufficient for the Government's purpose. This may include previously recognized MIL-I-45208 or MIL-Q-9858 systems which have been augmented to be equivalent to ISO 9002 or ISO 9001 respectively.
- [] An existing system modeled after [] MIL-I-45208 or

] MIL-Q-9858

and not previously determined insufficient for the Government's purpose. THIS OPTION IS PERMITTED ONLY AS AN INTERIM MEASURE

TO ALLOW CONTRACTORS TO TRANSITION TO ISO/ANSI/ASQC STANDARDS.

Third party certification/registration is not required nor will it be considered a substitute for the Government's right to audit/validate a contractor's quality system. ISO 9001 can be accepted for ISO 9002 requirements, however, the reverse does not apply.

MIL-STD-105 has been replaced by ANSI/ASQC Z1.4-1993 Sampling Procedure and Tables for Inspection by Attributes.

MIL-STD-45662A has been replaced by either ISO 10012-1, Quality Assurance Requirements for Measuring Equipment or ANSI/NCSL Z540-1, General Requirements for Calibration Laboratories and Measuring Equipment and Test Equipment.

DSCR (MAR 2000)

52.246-15

CERTIFICATE OF CONFORMANCE (APR 1984)

			Solicitation	Number:			PAGE OF	PAGES			
	CONTINUA	TION SHEET	SP0412	2-03-R-	4822		11	27			
E7	52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)		[]	HER:	NO.	CY(s)				
E14	52.246-9G16	INSPECTION AND ACCEPTANCE PO DSCR (FEB 1996)	INT								
Inspe	ection point: []	Destination [] Origin									
Accer	ptance point: []	Destination [] Origin		Payment will not be made until a completed Material Inspection and Receiving Report, DD Form 250, is received by							
[] Inspection and Acceptance will take place at:				the Government. The form shall reflect that a duly authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.							
	Origin - First Sh Destination - Sub					PECTION AND ACCEPTAN		FIED			
E15	Q	UALITY ASSURANCE PROVISION				all reflect the sigr nce Representative (
the DSCI	l text of the appl R Master Solicitat www.dscr.dla.mil/q			signature	IED IN THE AWARD s of both the Go	PECTION AND DESTINAT , the form shall ref vernment Quality Ass vernment consignee's	lect the urance				
SECTION	F			-		N INSPECTION AND ACC	_				
F1BA	52.211-16	VARIATION IN QUANTITY (APR 1984)			IN THE AWARD, t	he form shall reflect ee's representative.	t the signa	iture			
	Percent) Increa			Contract of in Section the invoice paragraph	citing FAR Claus n I, the contrac ce the informati (c)(3), rather	ward is for an Indef e 52.213-1, Fast Pay tor has the option o on specified in FAR than submitting a DE	ment Proced of including 52.213-1, o Form 250.	lure, , on This			
the line	e item level, or f as designated by i	shall apply to the quantity or phased delivery at the sub tem number followed by two al	-clin phas,	option app Fast Pay.		ose delivery orders DS	that specif CR (DEC 199				
the quar	ntity for the line	on (if any) shall be shipped item, or for phased delivery ch sub-clin. Under no		F34	52.247-34	F.O.B. DESTINATION	(NOV 1991)				
circumst quantity	ances will the co	ntractor ship a variation in item/sub-clin other than as		F35	52.247-48	F.O.B. DESTINATION SHIPMENT (FEB 1999		OF			
that exc	ceeds the stated lon (if any) will b	shipped against the line/sub- ine item/sub-clin quantity pl e returned and the contractor eturn shipment costs.	us	F40	52.247-58	LOADING, BLOCKING A OF FREIGHT CAR SHIF (APR 1984)					
F1BB	52.211-17	DELIVERY OF EXCESS QUANTITIE (SEP 1989)	S	F53	52.247-9G09	F.O.B. DESTINATION TRANSSHIPMENT DSC	- CONTRACTO				
F8	52.211-9G22	DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE W D001450000 REV B (01290) DSCR (JUL 2002)	ІТН	F55	52.247-9G11	MANUFACTURER'S LOAD DSCR (JAN 1996)	ING PRACTIC	CES			
F16	52.211-9G50	ORDERING OFFICE AND TIME OF		SECTION I							
D-1.		DELIVERY DSCR (NOV 1996)		12	52.202-1	DEFINITIONS (DEC	2001)				
		delivery which will not be		14	52.203-3	GRATUITIES (APR	1984)				
iess cir	311	STOCK DVD		15	52.203-5	COVENANT AGAINST CO	NTINGENT FE	ES			
FOB I	Destination	Att 1 days N/A days									
FOB (Origin	Att 1 days N/A days		16	52.203-6	RESTRICTIONS ON SUE SALES TO THE GOVERN (JUL 1995)					
after th		to or otherwise furnished to	the	17	52.203-7	ANTI-KICKBACK PROCE	DURES				
F28B	52.242-15	STOP WORK ORDER (AUG 1989)		18	52.203-8	CANCELLATION, RESCI					
F28BB	52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)				AND RECOVERY OF FUN ILLEGAL OR IMPROPER (JAN 1997)					
F31	252.246-7000	MATERIAL INSPECTION AND RECE REPORT DFARS (DEC 1991)	IVING	19	52.203-10	PRICE OR FEE ADJUST FOR ILLEGAL OR IMPR ACTIVITY (JAN 199	OPER				
Appendia	addition to the d	istribution required in DFARS 2, a copy of the Material Ins equired to the following addr	pection	19 A	52.203-12	ACTIVITY (JAN 199 LIMITATION ON PAYME INFLUENCE CERTAIN F	NTS TO				
	Defense Supply Cen	•		I10	252.203-7001		1997)	יאס			
	Directorate o	f Business Operations ory Control Manager		110	232.203-7001	OF FRAUD OR OTHER D CONTRACT RELATED FE DFARS (MAR 1999)	EFENSE				

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		HIION	SUEEI	SP041	L2-03-R-	4822		12	27
I14B	52.204-4		COPIED DOUBLE-SIDED LED PAPER (AUG 200	00)					
115A	252.204-7003		OF GOVERNMENT PERSO	NNEL	I35	52.211-5	MATERIAL REQUIREMEN	TS (AUG 20	00)
116	252.204-7004		CENTRAL CONTRACTOR		I37A	52.211-15	DEFENSE PRIORITY AN REQUIREMENTS (SEP		N
on regis		ontractors mal confirma	may obtain informat ation requirements l Internet at	ion	I37F (Offe	252.211-7005	SUBSTITUTIONS FOR M FEDERAL SPECIFICATI STANDARDS DFARS (F rmation for each SPI	ONS AND EB 2003)	
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117	252.205-7000		N OF INFORMATION TO IVE AGREEMENT HOLDER EC 1991)	RS	Military Specifica	or Federal	d:		
126	52.208-9G01	NOTIFICAT	TION TO GOVERNMENT O		Item Numb	er, Subline Ite omponent, or	m		
128	52.209-3				I38	52.211-9000	GOVERNMENT SURPLUS DLAD (APR 2002)	MATERIAL	
lot/item At least first ar Contract of the t (b) report w contract (who will Branch, with an Officer No calendar	See Page 2 calendar da ticle tests, the ing Officer, in esting so that the Contractor of the contractor of the congrizant then forward the Section of the Contractor of the Co	contractor alternate shall test as specific tys before to contractor writing, of the Government shall submit ar days fro to Quality a the report to avis Hwy, R to the Adm rst Article m No creceives to	e shall notify the fithe time and locate ent may witness the lit the first article on the date of this assurance Representation DSCR-J Post Awarr Richmond, VA 23297-ministrative Contrace Test Report: Continuity of the test report, the test report, the	ct. cion tests. e test ative 1 55000) cting cract	DSCR NOTE requested offer, it officer p Award furnishin Assurance specified A cop Master So http://ww (a) D 'Surplus unused ma U.S. Gove	: For electron by this clause must be submit rior to the sol s citing origin g of surplus ma Provision (QAP in this solici y of surplus QA licitation, Sec w.dscr.dla.mil/ efinition. material, ' as un terial that was rnment and subs	P S01 is available on tion 2, at gap/qaps.htm. DSCR sed in this clause, m purchased and accept equently sold by the	ormation with your ontracting e. orize the Quality QAP (if any the DSCR (JUL 2002) eans new, ed by the Defense)
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lot/item	this contract to	GOVERNMEN ALTERNATE shall deliv within	TICLE APPROVAL - IT TESTING (SEP 19 I (JAN 1997) OF unit(s) of calendar days fro		and provi demonstra was previ solicitat this info or before within th Officer, after sub the reque documenta result in solicitat material, done, the	de supporting de te that the surpously owned by ion requirements the det that ce timeframe specificadditional demission of the sted information within the rejection of thion states other are authorized and reseal pack Offeror's authorist authoris	es to complete this configuration as neces pollus material being on the Government and me so the Government and me so the Government and me so the Government government according to the Contracocommentation is requested. Failure to prome and supporting timeframe requested me offer. Unless the cwise, Offerors of such open packages, inside the contract of the contract of the contract of the cwise, Offerors of such open packages, inside the contract of the cont	sary to ffered ets provide tion on ; or ting sted ovide may rplus pect s is or	
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receives notify t	the first artic he contractor, i	le, the Con n writing o	ofter the Government etracting Officer should be conditional of the first articl	all	offered,	the Offeror repr (1) The materia or so deteriorat	al is new, unused, and ted as to impair its	d not of	
I31A	52.209-6	INTEREST CONTRACTO	G THE GOVERNMENT'S WHEN SUBCONTRACTING RS DEBARRED, SUSPEN ED FOR DEBARMENT)		The mater in the so Entity (CA [] Yes	licitation (e.g. AGE) code and pa [] No	the technical requir. , Contractor and Govern art number, specifica	ernment tion, etc.)	
132C	252.209-7004	THAT ARE	CTING WITH FIRMS OWNED OR CONTROLLED VERNMENT OF A		any is cir revision o	ted. [] Yes offered does not	the revision letter/s [] No [] Unknown affect form, fit, form No [] Unknown	If no, the	

The material was manufactured by:

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SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)

I32C

CONTINUATION SHEET	Solicitation :	Number: -03-R-4822	PAGE OF	PAGES 27					
		evision (if any)	LL						
				-					
(Name)	D.	ate		-					
(Addresss) (2) The Offeror currently possesses the material. [] Yes [] No If no, the Offeror must att or forward to the Contracting Officer an explanation as how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. [] Yes [] No If yes, provide information below:	ach risto tine ing pride a	(9) The material has been inspected art number and for absence of corrosion or a efects. [] Yes [] No If yes, (i) Materie e-preserved. [] Yes [] No; (ii) Materie epackaged. [] Yes [] No; (iii) Percentaghat has been inspected is tems inspected is ; and (iv) a writte repared. [] Yes [] No If yes, the Offer ttached it or forwarded it to the Contractir] Yes [] No	any obvious ial has been al has been ge of materia number of en report was cor has	al					
Government Selling Agency	n	(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation,							
Contract Number Contract Date (Month, Year)	i: p a;	nspection and acceptance of the surplus mate erformed at source or destination subject to pplicable provisions for source or destinati nspection.	erial will be all	3					
Other Source Address	t:	(e) The Offeror has attached or forwards contracting Officer one of the following, to hat the material being offered was previousl he Government (Offeror check which one appliance)	demonstrate ly owned by						
Date Acquired (Month/Year)	_[] For national or local sales, conducted h	d by sealed bid,						
(3) The material has been altered or modified [] Yes [] No If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.	i. s B	pot bid or auction methods, a solicitation/lid and corresponding DRMS Form 1427, Notice tatement and Release Document.	Invitation Fo	or					
(4) The material has been reconditioned. [] Yes [] No If yes, (i) the price offered includes the cost of reconditioning/refurbishment. [] Yes []	r s b] For DRMS Commercial Venture (CV) Sales, eceipt/delivery pass document and invoices/ry the original purchaser to resell the mater	receipts used						
and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be]] For DRMS Recycling Control Point (RCP) the statement of account or billing document.							
replaced and the applicable rebuild standard. The material contains cure-dated components. [] Yes [] If yes, the price includes replacement of cure-dated components. [] Yes [] No	No r] For property sold under the exchange or egulation, conducted by sealed bid, auction ethods, a solicitation/Invitation for Bid ar corresponding DRMS Form 1427.	or retail						
(5) The material has data plates attached. [] Yes [] No If yes, the Offeror must state below a information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer	all t c . d . (] When the above documents are not available do not identify the specific NSN being a copy or facsimile of all original package malata, including NSN, Commercial and Governmer CAGE) code and part number, and original cornthis information has already been provided included to of this clause. [] Yes [] No.)	acquired, a rkings and nt Entity ntract number						
(6) The offered material is in its original package. [] Yes [] No (If yes, the Offeror has steel below all original markings and data cited on the package or has attached or forwarded to the Contracting Officer copy or facsimile of original package markings.)	i ated p age; a] When none of the above are available, ot nformation to demonstrate that the offered reviously owned by the Government. Describe ttach.	material was	5					
Contract Number				-					
nsn_				-					
CAGE Code				-					
Part Number	m t 	(f) This clause only applies to offers of commercial surplus material. Offers of commercial surpluanufacturer's overruns, residual inventory iterminated Government contracts, and any other hat meets the technical requirements in the but was not previously owned by the Government valuated in accordance with the provision at	commercial surplus, dual inventory resulting from ts, and any other material trements in the solicitation by the Government will be						
National Stock Number) to the Government before. [] Yes [] No If yes, (i) the material being offered from the same original Government contract number as the provided previously. [] Yes [] No; and (ii) state below the Government Agency and contract number under which the material was previously provided:	d is mat t	(g) Offers of critical safety items must he additional requirements in 52.211-9005.(h) If requested by the Contracting Officeror shall furnish sample units, in the must have been small furnish sample units, in the must have been small furnish sample units.	comply with						
Agency_	s	pecified, to the Contracting Officer or to a ocation specified by the Contracting Officer	another						
Contract Number (8) The material is manufacturered in accordance with a specification or drawing. [] Yes [] No If You with a specification/drawing is in the possession of Offeror. [] Yes [] No; and (ii) the Offeror has stathe applicable information below, or forwarded a copy of facsimile to the Contracting Officer. [] Yes [] No Specification/Drawing Number	d w snce t tyes, f the e ated f f or f a i	alays after the Contracting Officer's request will be furnished at no cost to the Government camples not destroyed in evaluation will be a che Offeror's expense. The samples will be a corm, fit, and function with subassembly, as guipment with which the items are to be used urnished under any contract award to the Officerishing the samples can include the return and all acceptable end items will have a confidentical to the samples. If specific tests camples' performance are made by the Government of the form will be furnished the results of such	The sample returned at revaluated for sembly, or the feror ned samples, figuration of the ent, the	es h r s					
		ONTINUED ON NEXT PAGE	-						

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to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the

- (i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.
- (j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

I38C 52.211-9004

PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS
DLAD (MAR 2000)

DSCR NOTE: The DPAS rating will be reflected on the individual delivery order. DSCR (APR 2001)

52.215-2 **I50** AUDIT AND RECORDS - NEGOTIATION (JUN 1999)

52.215-8 I50C ORDER OF PRECEDENCE (OCT 1997)

166 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

FROM:

THROUGH:

DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by . The ordering period specified in paragraph (a) above will be extended by the number of calendar days after the assumption date that the contract is, in fact, awarded.

ORDER LIMITATIONS (OCT 1995)

- (a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than DVD or Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum Order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of DVD or Stock
 - (2) Any order for a combination of items in excess , or
 - A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

T67A 52.216-19 DSCR NOTE OUANTITY

POPS - MINIMUM ORDER DSCR (AUG 1990)

FAR Clause 52.216-19, above, provides for a minimum delivery order amount of \$ See attachment 1 \hfill . Notwithstanding such minimum order amount, the minimum order quantity per delivery order shall be not less than the Quantity Unit Pack (QUP) quantity (manufacturer's standard pack for items without an identified QUP) and all orders will be in multiples of the

T71 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days from the date of contract expiration.

OPTION TO EXTEND THE TERM OF **I88** 52.217-9 THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not $% \left\{ 1\right\} =\left\{ 1\right\}$ exceed 60 months.

I89F 252.217-9006 LIMITATIONS ON SURGE AND SUSTAINMENT (S&S) INVESTMENTS DLAD (JUL 1999)

I91 52.217-9G08 OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES (JUL 2000) DSCR

(b) THE OFFEROR AGREES TO FURNISH DURING THE OPTION PERIOD THOSE ITEMS CITED IN THE SCHEDULE AT UNIT PRICES AS INDICATED BELOW:

CAUTION: Failure to indicate one of the following may result in rejection of your offer.

- [] Option unit prices are the same as the unit prices offered for the basic contract, or
- [] Option period unit prices are as indicated in the schedule.

192F 52.217-9G20 ADDITION/DELETION OF ITEMS ON CONTRACT DSCR (DEC 2000)

- (a) The Government retains the right to unilaterally delete from the contract, at each option renewal period, any items which were awarded on a sole source basis, in the event that an product is available from another source.
- (b) The Government reserves the right to bilaterally add the contract new or replacement items, by modification, at to be negotiated. All new requirements are subject to full and competition for the period of time remaining on the contract prior to addition to the contract.
- (c) If any item in this contract becomes obsolete or is discontinued as a commercial catalog item, the contractor will provide the Government thirty (30) days advance written notice such obsolescence, or cancellation and agrees to honor delivery

OF

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orders for the item issued under this contract during such

(30) day period. The Government will delete any such item from this contract after receiving the required notice. If the contractor considers another commercial catalog item as a

substitute or replacement for the discontinued item, it will so advise the Government at the time it advises of the discontinued

item. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

If the contractor discontinues an item without replacement, the contractor will advise the Government of alternate sources supply for a comparable item.

SURGE & SUSTAINMENT REQUIREMENT 192K 52.217-9G25 DSCR (JUN 2001)

- (a) Definitions. As used in this clause-
- 'Surge and Sustainment (S&S) Capability' means (1) the ability of the contractor and base suppliers to meet increased quantity/accelerated delivery requirements, using production and supplier base capabilities, in support of a broad spectrum of possible Department of Defense contingencies. This capability includes both the ability to ramp-up to meet early requirements (i.e., surge), as well as to sustain an increased production and delivery pace throughout the contingency(ies) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations.
- (2) 'Surge and Sustainment (S&S) Quantity' means the quantity beyond peacetime level requirements necessary $% \left(1\right) =\left(1\right) ^{2}$ the quantity beyond peacetime level requirements necessary to support contingency operations. The quantity and required delivery are identified on an NSN basis, representing that needed to support two separate contingency operations for a specified time period, generally a year unless otherwise specified in the schedule.
- Scope of Requirement. The Contractor agrees to maintain the capability to produce and deliver the quantity of supplies or services identified in the schedule as the S&S requirement throughout the life of the contract. This S&S requirement throughout the life of the contract. This capability shall be maintained in addition to peacetime level requirements and other existing Government contracts.
- (1) Notification of S&S Capability Changes. Changes that negatively impact S&S capability shall be reported in writing to the Contracting Officer within ten working days after the contractor becomes aware of such Such notification shall include the Contractor's proposed corrective action plan.
- (2) Changes and Additions. The Government reserves the right to revise, reassess, or update S&S requirements during the life of the contract.
- (3) Agreement to Participate in S&S Validation/ Testing. By submission of an offer for the S&S requirement, the contractor agrees to participate in S&S testing as Testing. the contractor agrees to participate in S&S testing as required by the Government to validate the S&S capability. Testing/validation may include, but not be limited to, participation in live exercises, participation in Commanderin-Chiefs or Joint Chiefs of Staff exercises approved in the DLA Joint Training Plan, paper exercises, simulations, or command post exercises. The Government reserves the right to require tests using other methodologies when deemed appropriate.
- (c) Ordering. Any S&S designated supplies or services to be furnished under this contract will be ordered in accordance with the ordering clause by issuance of delivery orders or task orders specifically identified as 'S&S Orders.
- (1) Effective Date for S&S Capability. Orders for the S&S quantity may be issued immediately after award unless the contractor has identified during negotiations, and the Government has approved, an alternate date for the contractor to attain the required S&S capability. The contractor's capability assessment shall clearly support the alternate date for attaining full S&S capability.
 - (2) Limitations. The order limitations clause

applicable to the peacetime level requirements shall not apply to the S&S quantity to the extent that it conflicts with the quantity necessary to support a contingency. The Government reserves the right to order less than the total phased quantity specified for each S&S delivery. The Government may order in excess of each phased delivery quantity provided the contractor shall accept the excess quantity. Multiple orders for the same NSN may be issued to support multiple contingencies provided the total quantity ordered does not exceed the total S&S quantity for all phases of delivery.

- (3) Contract Ceiling. The Government reservinght to increase the contract ceiling as necessary to The Government reserves the accommodate the S&S quantity to the extent such quantity was not considered when establishing the initial contract
- (d) Options to Extend the Contract Term: The Government may consider the contractor's performance of the S&S requirements in determining whether exercise of the option is the most advantageous method of meeting the Government's Factors that may be considered include maintenance of the SaS capability; results of validation/testing; performance during an actual contingency; and other pertinent information related to the S&S requirement.

194	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
196	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
1102	52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
1118	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
I120M	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)
I121	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
1121A	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) 'Segregated facilities,' as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping

areas, provided to assure privacy between the sexes.

- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

1122	52.222-26	EQUAL OPPORTUNITY (APR 2002)
1125	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

1126 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

1127 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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DSCR NOTE: Section 8118 of PL 104-208 mandates that all contractors subject to 38 U.S.C. $4212\,(d)$ be advised of potential penalties for non-compliance.

Clause mandates annual reporting NLT September 30 to the Department of Labor. Potential penalties resulting from failure to comply may include suspension and debarment from future government contracts.

Contact the VETS-100 Reporting System via e-mail at verify[at]vets100.com with questions concerning Veterans' employment emphasis under Federal contracts.

Contractors can get additional information and/or assistance in completing the VETS-100 form by accessing this Department of Labor website:

http://www.vets100.cudenver.edu

DSCR (DEC 2001)

DRUG-FREE WORKPLACE 52.223-6 **I133** (MAY 2001) TOXIC CHEMICAL RELEASE **I134** 52.223-14 REPORTING (OCT 2000) 252.223-7004 DRUG-FREE WORK FORCE **I135** DFARS (SEP 1988) **I137** 52,225-8 DUTY-FREE ENTRY (FEB 2000) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003) (DEVIATION) 1138 52.225-13 **I139** 252,225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM DEARS (MAR 1998) QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DFARS (APR 2003) 252.225-7002 SUPPLIES TO BE ACCORDED DUTY-FREE **I143** 252,225-7008 DFARS (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act -- Trade Agreements -- Balance of Payments Program clause or the Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

1144 252.225-7009 DUTY-FREE ENTRY-QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) DFARS (AUG 2000)

- (f) All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause shall--
 - (f)(2) Include the following information--
- (i) Prime contract number, and delivery order if applicable;
- (ii) Number of the subcontract/purchase order for foreign supplies if applicable;
 - (iii) Identification of carrier;

(iv)(A) For direct shipments to a U.S. military installation, the notation:

UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify --

Commander
Defense Contract Management (DCM)
New York
ATTN: Customs Team, DCMDN-GNIC
207 New York Avenue
Building 120
Staten Island, NY 10305-5013

- -- for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.
- (B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate.
- $$\rm (v)$$ Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);
 - (vi) Estimated value in U.S. dollars; and
- (vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.
- 1145 252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS DFARS (AUG 2000)
- (e) To properly complete the shipping document instructions as required by paragraph (f) of the Duty-Free Entry clause, the Contractor shall insert --

Defense Contract Management (DCM) New York ATTN: Customs Team, DCMDN-GNIC 207 New York Avenue Building 120 Staten Island, NY 10305-5013

as the cognizant contract administration office (for paragraph (f) only) in those cases when the shipment is consigned directly to a military installation. When the shipment will be consigned to a location other than a military installation, e.g., a domestic contractor's plant, change the shipping document notation required by paragraph (f) of the clause to insert the name and address of the Contractor, agent or broker that will prepare the customs documentation for execution of the Duty-Free Entry certificates. In either case, the shipping documents will contain the following items in addition to those required by paragraph (f) of the Duty-Free Entry clause:

- Delivery order number on the Government prime contract, if applicable;
- \$(2)\$ Number of the subcontract/purchase order for foreign supplies, if applicable;
- (3) Activity address number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A.

1147	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES DFARS (FEB 2003)
1148	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS DFARS (APR 2003)
I149B	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS DFARS (APR 2003)

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REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES DFARS (JUN 2000)

1156 252.225-7031

252.225-7026

I153

SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

DSCR NOTE REGARDING OFFERS FROM THE CANADIAN COMMERCIAL CORPORATION: Pursuant to Defense FAR Supplement 225.770-2 the Canadian Commercial Corporation (CCC) will submit, with other precontractual material, a certification from its proposed subcontractor. The certification shall conform to paragraph (b) of Clause 252.225-7031 above.

DSCR (JUN 1992)

1157C	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES DFARS (SEP 2001)
I158	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
1159	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMEN (AUG 1996)
1172	52.227-9G05	RESTRICTIONS ON USE OF RIGHTS GUARD TECHNICAL DATA DSCR (FEB 1998)

THIS IS A RIGHTS GUARD PROCUREMENT AND THE FOLLOWING RESTRICTIONS APPLY:

- (a) Technical data furnished herewith (hereinafter Rights Guard technical data) is proprietary to The Boeing Rights Guard technical data) is proprietary to The Boeing Company which has licensed the Government to use same for the procurement of replenishment spare parts for U.S. Government owned aircraft and for no other purpose. Rights Guard technical data shall not be disclosed, in whole or in part, to any other person or entity other than to supplier's bidder's offeror's employees, having a need to know and who are under an obligation to preserve and protect such data under terms and conditions no less restrictive than those imposed herein, and then only for the purposes if responding to this solicitation or performing any resulting contract. to this solicitation or performing any resulting contract.
- The suppliers/bidders/offerors hereunder are prohibited from (1) reproducing, in whole or in part, Rights Guard technical data; (2) incorporating any information contained in such Rights Guard technical data into other documentation; or (3) otherwise utilizing such Rights Guard technical data, except for responding to this solicitation or performing any resulting contract. Each supplier/bidder/offeror shall include the authorized DFARS limited rights offeror shall include the authorized DFARS limited rights legend of 252.227-7013, Rights in Technical Data - Noncommercial Items (NOV 1995), identifying the Boeing Company as the owner, on all Rights Guard technical data that is incorporated, in whole or in part, into any technical data delivered by such supplier/bidder/offeror to the Government in response to this solicitation or as part of the performance of any resulting contract. In the case of the limited rights legend, the Contractor shall indicate such Rights Guard technical data as not being subject to an expiration date, if such date is required by the limited rights legend authorized under its contract.
- (c) Rights Guard technical data provided by DSCR, including any copies thereof, is to be destroyed according to the following schedule:
- $1. \ \ \,$ Immediately upon decision to 'no bid' the solicitation for which the data was received.
- 2. Within 15 days of being advised your company was not the successful bidder for the solicitation for which the data was requested and received.
- If the contract awardee, within 15 days of contract completion.

NOTE: The DSCR ANNUAL Certificate of Destruction, DOES NOT IN ANY WAY IMPLY OR PROVIDE AUTHORITY FOR YOUR COMPANY TO RETAIN THE DATA BEYOND THE TIMEFRAMES ESTABLISHED ABOVE. RETAIN THE DATA BEYOND THE TIMEFRAMES ESTABLISHED ABOVE. Suspected and actual instances of data retention provided by DSCR beyond these timeframes will be reported to The Boeing Company for remedy. Furthermore, failure to comply with this obligation shall be grounds for your removal from the list of qualified bidders for any other solicitation involving Boeing technical data.

- (d) The Government shall have the right to audit supplier's/bidder's/offeror's records to ensure the destruction of Boeing proprietary data.
- (e) All suppliers shall comply with MIL-STD-130 for the purpose of distinguishing any spare parts made using Boeing Rights Guard technical data.

1177	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
I181	52.229-9000	KENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 1984)
I187	252.231-7000	SUPPLEMENTAL COST PRINCIPLES DFARS (DEC 1991)
I188	52.232-1	PAYMENTS (APR 1984)
1189	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
1190	52.232-11	EXTRAS (APR 1984)
I193	52.232-17	INTEREST (JUN 1996)
1195	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) ALTERNATE I (APR 1984)
1196	52.232-25	PROMPT PAYMENT (FEB 2002)
I196B	52.232-25 DSCR NOTE	POPS - PROMPT PAYMENT NOTICE DSCR (APR 2000)

The following deviation is applicable to FAR Clause

Paragraphs (a)(3)(iv) and (v) are deleted and replaced with the following:

- (a)(3)(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic commerce (EC/EDI) contract.
- (a)(3)(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading.

(a)(3)(iv) The invoice price shall correspond to the unit of issue price specified in the contract. For example, if 12 each (EA) equals 1 box (BX) and the contract specifies EA, but you sell the item by BX, the invoice must be submitted on an EA price basis.

PAYMENT BY ELECTRONIC FUNDS I196H 52.232-33 TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order. DSCR (MAR 2000)

DOD PROGRESS PAYMENT RATES DFARS (OCT 2001) I197A 252.232-7004

DISPUTES (JUL 2002) 1199 52.233-1

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a

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final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven negotiations over an issue in controversy have provent ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA.

1200	52.233-3	PROTEST AFTER AWARD (AUG 1996)
1206	52.242-13	BANKRUPTCY (JUL 1995)
1208	52.243-1	CHANGES FIXED PRICE (AUG 1987)
1211	252.243-7001	PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)
1211A	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)
I213A	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
1227	52.246-23	LIMITATION OF LIABILITY (FEB 1997)
1231	52.246-9G01	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE DSCR (MAY 2001)
1235	52.246-9G05	WARRANTY PPP&M DSCR (APR 2000)
1237E	52.246-9G33	MISDIRECTED SHIPMENTS DSCR (JAN 1996)
1237G	52.246-9G36	CONFIGURATION CONTROL DSCR (JUN 2003)

NOTICE TO CONTRACTORS: The requirements of this NOTICE TO CONTRACIONS: The requirements of this clause are identified to MIL-STD-973. DSCR will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:

http://www.dscr.dla.mil/gap/qaps.htm

- (a) When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/ revision specified unless a variation is processed and approved as provided for at (b) below.
- Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:
- (1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.
- (2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.
 - (3) Process requests for waiver from the

approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.

- $\ensuremath{(4)}$ Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.
- (5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.
- Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.
- Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

1238	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
1240	252.247-7023	TRANSPORTATION OF SUPPLIES BY
1242	52.248-1	VALUE ENGINEERING (FEB 2000)
1244	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
1246	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
1247	52.249-9000	ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD (MAY 1988)

The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in Paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$385 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

CLAUSES INCORPORATED BY REFERENCE **I248** 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Federal Acquisition Regulation (FAR)

http://www.arnet.gov/far

DoD FAR Supplement (DFARS)

http://www.acq.osd.mil/dp/dars/dfars.html

DSCR Master Solicitation

http://www.dscr.dla.mil/

organized as follows:

procurement/mastersol.htm

Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.
Section 2: Full text Quality Assurance Provisions (QAPs)
Section 3: Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments).

Procurement Automated Contract Evaluation (PACE) Section 4: Instructions

Full text of Contract Data Requirements List Section 5: (CDRLs)

Special Packaging Instruction (SPIs) Drawings Full text of Individual Repair Parts Ordering Data (IRPODs) Section 6: Section 7:

DLA site with links to all of the above

http://www.procregs.hq.dla.mil/icps.htm

DSCR NOTE: Where only a portion of text is included in the solicitation/award document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS clause,

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the text as included in the solicitation/award is not intended to be represented as the full text of the clause.

1249 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the date of the clause.
- (b) The use in this solicitation or contract of any Defense FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

I249B 52.253-1

COMPUTER GENERATED FORMS (JAN 1991)

SECTION J

J2 LIST OF DOCUMENTS AND EXHIBITS

This solicitation includes documents, as identified below, that are either physically included in this solicitation package or are available from an electronic web site.

FORM NO/TITLE

ATTACHMENT NO

- [] DD 346 RAW (BASIC PROCESSED) AND SEMI-FAB STOCK FORM
- [] DD 347 BILL OF MATERIAL FOR SUBCONTRACTED PARTS PURCHASED
- [] DD 1423 CONTRACT DATA REQUIREMENTS CDRL is available at -- http://www.dscr.dla.mil/qap/CDRLs.htm
- [] DD 1664 DATA ITEM DESCRIPTION DID is available at -- http://www.dscr.dla.mil/qap/CDRLs.htm
- [] DD 1949-1 LSAR DATA SEL SHT
- [] DD 1949-2 PROV RQMT STATEMENT
- [] DD 2345 TECHNICAL DATA AGREEMENT Form is available at -- http://webl.whs.osd.mil/icdhome/DDEFORMS.htm
- [] DSCR 2375 TECHNICAL MANUAL DISTRBN
- [X] DSCR P-41 FREIGHT SHIPPING INFO for shipments destined for a stock location is available in Section 3 of the DSCR Master Solicitation at -- http://www.dscr.dla.mil/procurement/mastersol.htm
- [] QUALITY ASSURANCE PROVISION
- [] TECHNICAL DATA
 TECHNICAL DATA is available at -http://www.dscr.dla.mil/tdmd
- [] OTHER:

SECTION K

K2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid

- opening (in case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- $\mbox{\ensuremath{(b)}}$ Each signature on the offer is considered to be a certification by signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above; or
- (2)(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3)

(Insert below the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

NAME:	 	
ጥተጥኒድ:		

- (ii) As an authorized agent, does certify that the principals named in Subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to Subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate in any action contrary to Subparagraphs (a) (1) through (a) (3) above.
- (c) If the offer deletes or modifies Subparagraph (b) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K4A 52.203-11

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any

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person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.207-4

ECONOMIC PURCHASE QUANTITY -SUPPLIES (AUG 1987)

- (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotes are requested in this solicitation is (are) economically advantageous to the Government.
- (b) Each offeror who believes that acquisition in (b) Each offeror who believes that acquisition in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.209-5

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that
 - (i) The offeror and/or any of its principals -
- (A) are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; false statements, tax evasion, or receiving stolen property;
- (C) are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in Subdivision (a)(1)(i)(D) of this provision.
- (ii) The offeror, has [] has not [],
 within a three-year period preceding this offer, had one or
 more contracts terminated for default by any Federal agency.

252,209-7001 K8

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)

K13A 52 215-6

PLACE OF PERFORMANCE

(OCT 1997)

OF

- $\mbox{(a)}$ The offeror or respondent, in the performance of any contract resulting from this solicitation,
 - [] does not intend [] intends,

(check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE: (STREET ADDRESS, CITY, COUNTY, STATE ZIP CODE)	
NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR	
NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR QUOTER.	
FACILITY IF OTHER THAN OFFEROR OR QUOTER.	

52.219-1 K16A

SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALT I (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is .
 - (2) The small business size standard is
- (3) The size standard for non-manufacturers is 500 employees.
 - (b) Representations.
- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124,1002.
- (Complete only if the offeror represented (3) itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in

CONTINUATION SHEET	Solicitation SP0412	Number 2-03-R			PAGE OF	PAGES 27
(ii) It [] is, [] is not a joint ventur that complies with the requirements of 13 CFR part 126, the representation in paragraph (b)(6)(i) of this provists accurate for the HUBZone small business concern or concerns that are participating in the joint venture.	re and sion [The	[] State of Commonwe States V other te	(v) The f the United State alth of Puerto Ri irgin Islands, th	acility is not locals, the District of Co. Guam, American See Northern Mariana Seion over which the	Columbia, t Samoa, the Islands, or	he United any
offeror shall enter the name or names of the HUBZone small enter the name or names of the HUBZone small enter or concerns that are participating in facilitation of the point venture small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone sepresentation.	all the Each nt	K30D	252.225-7017	PROHIBITION ON AWA COMPANIES OWNED BY PEOPLE'S REPUBLIC (DFARS (FEB 2000)	THE	
(7) (Complete when acquisition value is estim at greater than \$25,000 and offeror represented itself as disadvantaged in paragraph (b)(2) of this provision) The offeror shall check the category in which its owner.		K37A	252.247-7022	REPRESENTATION OF TRANSPORTATION BY DFARS (AUG 1992)		
falls:	J.1.p	(b)	Representation.	The Offeror repres	ents that i	t
[] Black American. [] Hispanic American.		transpor subcontr	ted by sea in the	pate that supplies of performance of any om this solicitation	contract o	r
[] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).		transpor	Does not are ted by sea in the	nticipate that supple performance of any om this solicitation	ies will be contract o	r
[] Asian-Pacific American. [] Subcontinent Asian (Asian-Indian),		K38	52.247-9G17	PRODUCTION FACILIT	IES	
American. [] Individual/concern, other than one of the preceding.		for the	supplies. Each opriate paragraph	oping and inspection location will be pro n below. DO NOT put	vided in	
PREVIOUS CONTRACTS AND COMPLI REPORTS (FEB 1999)	ANCE	(a) where su	applies will be de	ON: Insert below the elivered to, or pick t office, or small p	ed-up by,	er.
The offeror represents that		for fina	l shipment to the	e consignee.	AICEI CULII	,
(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity Clause of this soliciation;			(STREET, CITY, MBER PLANT NAME	PHONE COUNTY, STATE, ZIP	CODE) NUME	ER
(b) It [] has, [] has not filed all required compliance reports						
K24 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	:					
The offeror represents that		(1-)	TOGRATON WITERS	THE END ITEMS WILL B	F INCORPTED	
(a) It [] has developed and has on file,		Insert h		n where the end item		•
[] has not developed and does not have on file,	n	ADDRESS	(STREET, CITY,	PHONE COUNTY, STATE, ZIP	CODE) NUME	BER
at each establishment, Affirmative Action Programs requ by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or	uired					
(b) It [] has not previously had contracts subject the written Affirmative Action Programs requirement of rules and regulations of the Secretary of Labor.						
K27C 52.223-13 CERTIFICATION OF TOXIC CHEMIC RELEASE REPORTING (OCT 2000)		(c) Insert l inspecte	pelow the locatio	PACKAGING/PACKING WI n where the packagin	LL BE INSPE ng/packing v	CTED: vill be
(CHECK EACH BLOCK THAT IS APPLICABLE.)		ADDRESS	(STREET, CITY,	PHONE		
[] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed und section 313(c) of EPCRA, 42 U.S.C. 11023(c);	der	ITEM NU	MBER PLANT NAME	COUNTY, STATE, ZIP	CODE) NUME	BER
[] (ii) The facility does not have 10 or m fulltime employees as specified in section 313(b)(1)(A) EPCRA, 42 U.S.C. $11023(b)(1)(A)$;	ore) of					
[] (iii) The facility does not meet the report thresholds of toxic chemicals established under section (313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternation of the section of t	on	SECTION	T.			
certification form has been filed with EPA); [] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major group through 39 or their corresponding North American Inc.	dustry	Ll	52.204-6 R NOTE:	DATA UNIVERSAL NUI (DUNS) NUMBER (rem

PAGE OF PAGES

(a) The Offeror is required to provide their Data Universal Numbering System (DUNS) Number or (DUNS+4) Number used for verification of registration in the DoD Central Contractor Registration (CCR) database in compliance with the Debt Collection Improvement Act of 1996 (31 U.S.C. 3332; 31 U.S.C. 7701). DUNS Number: (b) DUNS Number may be obtained through the CCR process (refer to DFARS 252.204-7004, Required Central Contractor Registration (Sec I) or directly from Dun and Bradstreet.

DSCR (DEC 2000) WAIVER OF FIRST ARTICLE APPROVAL 52.209-9G03 1.6 TEST (CONTRACTOR TESTING -DECREASE IN PRICE (SEPARATE DSCR (JAN 1997) LINE ITEM) (b) PRIOR GOVERNMENTAL ACCEPTANCE SPEC/PART NO. CONTRACT NO. DATE NSN GOV AGENCY WAIVER OF FIRST ARTICLE APPROVAL L7 52.209-9G04 TESTS (GOVERNMENT TESTING) DSCR (JAN 1997) Prior Government Acceptance GOV AGENCY CONTRACT NO. DATE NSN SPEC/PART NO. DECREASE IN PRICE___ BY UNIT PRICE DECREASED FROM TO 52.209-9G08 ACCESS TO CONTROLLED TECHNICAL DATA DSCR (OCT 1999) (b) If offeror is approved, cite the Defense Logistics Information Service (DLIS) assigned approval number below: APPROVAL NO ISSUE DATE OF APPROVAL

(d) Offerors who are not currently approved who wish to be included on the DoD Certified Contractor Access List should complete the DD Form 2345 'Militarily Critical Technical Data Agreement'. The DD Form 2345 may be obtained via the Internet at http://webl.whs.osd.mil/ichhome/DDEFORMS.htm. Instructions for completion and submission are provided as the second page of the on-line form. Completed forms should be returned to:

United States/Canada Joint Certification Office Defense Logistics Information Service Federal Center, 74 Washington Ave., North Battle Creek, MI 49017-3084

L10C 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

[] DX Rated Order; [X] DO Rated Order

L12 252.211-7001

AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS DFARS (DEC 1991)

DSCR NOTE:

Obtain documents and/or submit requests via the Technical Data Management (TDMD) WEBSITE http://www.dscr.dla.mil/tdmd. If the WEBSITE server is down as a result of an overall sytem failure, you may mail the request to:

> Defense Supply Center Richmond 8000 Jefferson Davis Highway ATTN: DSCR-VABA Richmond, VA 23297-5604

Include the 13 position National Stock Number, solicitation number, and the title and number of the specification, standard, plan, drawing, or other pertinent document.

Compact disk drawings will be furnished. Aperture cards and hard copies will only be provided when there are no electronic formats available.

Written requests require a minimum seven (7) day processing time from receipt to mailing of the requested document. WEBSITE requests are handled in a real-time environment. Information can be downloaded or, for compact disk requests, mailed to you in as little as two to three days. Request documents sufficiently prior to solicitation closing date so as to permit timely submission of an offer. Keep in mind the Postal Service delivery time. In urgent cases, telephone requests may be made by calling (804) 279-3356 (alternate numbers are 4174, 6129, or 3547) or sending a FAX to (804) 279-4946.

REQUESTS FOR SPECIFICATIONS AND/OR STANDARDS AS REFERENCED IN DSCR PROVISION 52.211-9G13 (SEC L) WILL NOT BE PROCESSED BY DSCR.

DSCR (OCT 2000)

L13	52.211-9G11	COMPLIANCE WITH SPECIFICATIONS DSCR (FEB 1996)
L15	52.211-9G13	AVAILABILITY OF SPECIFICATIONS OR STANDARDS DSCR (APR 2000)
L37B	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
L37C	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
L39E	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001)

DSCR NOTES FOR FAR CLAUSE 52.215-1

AMENDMENT NO

In accordance with paragraph (b), the offeror hereby acknowledges receipt of solicitation amendment(s) by listing the amendment number and date below.

DATE

AMENDMENT NO.	DATE	THIBITOTIBET TO	

AMENDMENT NO.

Contractors are reminded of the requirements of paragraph (c)(1). The Government will automatically reject and will not consider any submission marked or that appears to be only a quote, whether submitted electronically or in paper media.

DSCR (OCT 2001)

DATE

L40A 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

 $\ensuremath{(\text{c})}$ Facsimile receiving data and compatibility characteristics are as follows:

Telephone number of receiving facsimile

CONTINUATION SHEET

(804) 279-4165

submitted shall include a description of access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements.)

L53 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a

- [] FIRM FIXED PRICE
- [] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT
- [] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

52.217-9003

MANUFACTURING OR PRODUCTION DLAD (FEB 1996) INFORMATION

L59DA 52,217-9G26

SURGE & SUSTAINMENT CAPABILITY ASSESSMENT DSCR (JUNE 2001)

- Proposals submitted in response to this solicitation shall include a proposed approach to meeting the Surge & Sustainment (S&S) requirement identified in the schedule. The proposed approach shall include the initial ramp up (surge) and subsequent production and delivery (sustainment) of supplies to support simultaneous contingencies. The contractor's proposed approach shall be supported by a production capability assessment, as an attachment to the proposal, containing, but not limited to, the following areas:
- (1) The contractor's methodology enabling visibility of supplier base resources on a continuing basis.
- (2) Identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, a description of S&S strategies for all items.
- (3) Identify 'problem' items for which S&S cannot be easily met, proposed solutions for these items, and any significant investments (dollars or otherwise) needed to implement these solutions, including investments by the Government.
- (4) Describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements.
- (5) The contractor's agreements with suppliers and service providers that reflect access to S&S resources.
- (6) Clearly identify any significant investments (dollars or otherwise) required to resolve the problem areas identified under subparagraph (3), or other subparagraphs above, needed to develop S&S capability, including, but not limited to, the following information:
 - Why the investment is needed; what will be purchased with the (ii)
 - investment; basis for the investment cost; (iii)
 - the S&S capability to be gained from the
 - investment; and,
 - for investments needed to affect strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.
- $\mbox{(7)}$ If the S&S requirements can be easily met with current levels of production, the following information may be provided in lieu of the detailed assessment requested above:
 - The contractor's rationale for concluding the required S&S resources are readily
 - available; and, the contractor's ability to meet the S&S requirements through access to these resources. (Note: The commercial nature of an item, in and of itself, is not an adequate rationale for concluding the item is readily available. The information

52.232-13 NOTICE OF PROGRESS PAYMENTS L72 (APR 1984)

DSCR NOTE: In accordance with DFARS 232.502-4-70(b), DFARS Clause 252.232-7004 (Section I) is hereby referenced in this clause in lieu of Alternate I of the clause at FAR 52.232-16.

L75 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the --

Contracting Officer Defense Supply Center Richmond ATTN: DSCR-J 8000 Jefferson Davis Highway Richmond, VA 23297-

by obtaining written and dated acknowledgment of receipt from the issuing office referenced on the solicitation/award.

L75B 52.233-9000 AGENCY PROTESTS (SEP 1999)

Companies protesting this procurement may file a protest

- 1. with the contracting officer.
- 2. with the General Accounting Office, or
- 3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

DSCR NOTE:

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record. Executive Order 12979 encourages the use of Alternative

DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION L75BC 52.233-9001 DLAD (JUN 2001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted

SP0412-03-R-4822

CONTINUATION SHEET

negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

- (b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining discussions with the contracting officer before determining ADR to be inappropriate.
- (c) If you wish to opt out of this clause, check (____). Alternate wording may be negotiated with here (the contracting officer.

52.252-1 L82

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): This solicitation incorporates one or more solicitation this/these address(es):

Federal Acquisition Regulation (FAR)

http://www.arnet.gov/far

DoD FAR Supplement

http://www.acq.osd.mil/ dp/dars/dfars.html

DSCR Master Solicitation organized as follows:

http://www.dscr.dla.mil/ procurement/mastersol.htm

- Full text of DLA clauses and provisions and
- DSCR clauses, provisions, and notices. Full text Quality Assurance Provisions (QAPs) Section 2:
- Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments)
- Procurement Automated Contract Evaluation (PACE) Section 4: Instructions
- Full text of Contract Data Requirements List Section 5:
- (CDRLs)
 Special Packaging Instruction (SPIs) Drawings
 Full text of Individual Repair Parts Ordering Section 6: Section 7: Data (IRPODs)

DLA site with links to all of the above

http://www.procregs.hq.dla.mil/icps.htm

DSCR NOTE: Where only a portion of text is included in the DSCR NOTE: Where only a portion of text is included in the solicitation document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS provision, the text as included in the solicitation is not intended to be represented as the full text of the provision.

L83 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an Authorized deviation is indicated by the addition of (Deviation) ' after the date of the provision.
- (b) The use in this solicitation of any Defense FAR Supplement (48 CFR chapter 2) provision with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

SECTION M

52.213-9001

EVALUATION FACTOR FOR SOURCE INSPECTION DLAD (MAY 1999) 52.214-9002

TRADE DISCOUNTS DLAD (JUN 1983)

52.215-9G05 M10F

AUTOMATED BEST VALUE SYSTEM (JUL 2002) DSCR

- (a) The Automated Best Value System (ABVS) Score as an Element of Past Performance Evaluation.
- (1) ABVS scores do not determine eligibility for award or technical acceptability. The Government shall use ABVS scores to compare past performance among offerors, not to make determinations of responsibility.
- (2) To evaluate each offeror's past performance, DLA will assign an ABVS score to each offeror based on the offeror's past performance. ABVS scores for performance in each Federal Supply Class (FSC score) will be based on DLA consolidated performance history. An offeror may have multiple FSC scores but will have only one DLA score, which is a compilation of the offeror's FSC scores for all business conducted with DLA. These scores will be calculated monthly and remain in effect for a month. The ABVS score is a combination of an offeror's delivery and quality scores. The quality score reflects validated contractor caused product and packaging nonconformances during the rating period. For administrative purposes, the rating period excludes the most recent 30 days. The delivery score reflects all lines shown as delinquent during the rating period. For administrative purposes, the rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the contract delivery date.

 The 30 and 60 day offset periods are NOT grace periods. DLA will assign an ABVS score to each offeror based on the

(3) Business Systems Modernization.

- (i) The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in August 2002. Demonstration beginning in August 2002.
- (ii) Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs, which are not in the BSM test, ABVS will continue to work as it does today. (ii) Beginning in August 2002, ABVS will not
- (iii) In order to determine if a NSN or FSC is included in this BSM test, go to the BSM Supplier Information Resource Center, http://www.dla.mil/j-6/bsm/SIRC/SIRC.htm. Awards not included in the ABVS performance data will be identified by contract numbers beginning with SPMXXX or SPEXXX in lieu of SPOXXX (this does not apply to orders issued against non-DLA Basic Ordering Agreements or contracts).
- (iv) This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Vendor Information Center at http://l31.70.202.70/j%2D6/bsm/test/vic.htm.
- (4) DSCR will make negative quality and delivery data reflected in the ABVS score available to offerors by the 15th day of the month via the ABVS Website. The offeror's negative performance data will be posted before it is reflected in the ABVS score (Preview Period), to give offerors an opportunity to review and verify data. An offeror must challenge any negative data within the Preview Period to accurate corrections are nosted before calculation. Period to assure corrections are posted before calculation

of the score. Offerors must submit challenges and substantiating evidence (e.g. invoices, DD Form 250s, modifications) to the ABVS Administrator. The 'Center' field will identify the appropriate focal point. For tidentified as 'DSCR,' send challenges to: For those

> Defense Supply Center Richmond Attn: DSCR-OZP (ABVS) 8000 Jefferson-Davis Highway Richmond, VA 23297-5516

Telephone (804) 279-6881 FAX (804) 279-5042

- (5) Though offerors may challenge negative data at any time, it is to the offeror's advantage to challenge negative data during the Preview Period before it has an negative data during the Preview Period Defore it has an opportunity to be reflected in the ABVS score. Accordingly, an offeror should review performance data on a monthly basis at a minimum. When a challenge is received, the ABVS score will be flagged. The flag will remain until the challenge is resolved. If an offer under evaluation involves a challenged score, then the Contracting Officer will consider the nature of the challenged data and its relevance to the acquisition as part of the award decision. The ABVS Administrator will adjust the ABVS score if the Administrator upholds an offeror's challenge. Scores created in the update cycle immediately following the determination will reflect the adjustment.
- When there is a discrepancy between the (6) When there is a discrepancy between the offeror's challenged data and the Government's data, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and may make an award decision despite the existence of an unresolved challenge.
 - (b) Using the ABVS score for evaluation.
- (1) The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an offeror without an FSC score for that particular FSC. The contracting officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history will not be evaluated favorably or unfavorably and will be assigned a '999.9' in the ABVS. A '999.9' is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC performance history, has no history for the particular FSC or has no history for the timeframe being rated.
- (2) Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance. Repair, replacement or reimbursement of quality and packaging defects will not provide relief of negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

52.215-9G06 EVALUATION AND AWARD M10G (FEB 2000) DSCR

- The Government intends to evaluate (a) AWARD. (a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer. highest technically rated offer.
- (b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:
 - [] significantly more important than cost or price. As other evaluation factors

become more equal, the evaluated cost or price becomes more important.

- [X] approximately equal to cost or price; or
- [] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:

Item criticality and weapons system application Delivery schedule and current inventory status Historical delivery or quality problems Concerns over limited supply sources and industrial base Benefits from obtaining new sources

- (c) COST OR PRICE. The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.
- (d) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other tactors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores will be weighed most heavily because of their relevance to DSCR awards. Quality history and delivery schedule compliance will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.
 - [X] ABVS Score (52.215-9G05) [] Quality History [] Delivery Schedule Compliance
 - [] Javits-Wagner-O'Day (JWOD) (52.215-9005)
 - Mentoring Business Agreements (MBA) [] (52.219-9003)
 - [] Socioeconomic Support (52.215-9003)
 - [] Other (specify):
- (e) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest. interest.
- (i) Offerors may submit with their offer (i) Offerors may submit with their offer information on past and current Federal (non-DSCR), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.
- (ii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right

to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.

- (iii) In addition to the information above, DSCR will use the Automated Best Value System (ABVS) to evaluate quality and past performance on DLA awards (see 52.215-9G05).
- (iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably or unfavorably.

EVALUATION - INDEFINITE QUANTITY CONTRACT DSCR (NOV 1996) 52.216-9G09

Offers will be evaluated on the basis of the estimated annual quantity. If quantity breaks are offered with various prices, the highest price offered will be used for

If line items for both stock and DVD are included in the schedule offers will be evaluated based on the total extended price for the stock and DVD line items.

EVALUATION OF OPTIONS M15 52.217-5 (JUL 1990)

EVALUATION OF OPTION TO EXTEND 52.217-9G11 M18 THE TERM OF THE CONTRACT -SUPPLIES DSCR (JAN 1996)

The evaluation of options to extend the term of the contract as required by either FAR Clause 52.217-5 (Section M) or 52.212-2 will be based on the highest possible option price offered for each option as specified in DSCR Clause 52.217-9G08 (Section I)

52.217-9G27 SURGE & SUSTAINMENT EVALUATION -MINIMUM REQUIREMENT DSCR (JUNE 2001)

- (a) Evaluation. The surge & sustainment (S&S) requirement identified in the schedule represents a minimum $\,$ requirement for award; therefore, offerors that fail to offer for the S&S requirement or submit proposals that are deficient may be rejected. The S&S capability assessment specified in 52.217-9G26 will be evaluated to determine the offeror's ability to meet the increased quantity/accelerated delivery requirements identified in the schedule for S&S.
 - (b) Acceptable Standard. Acceptable proposals must:
- (1) describe a methodology which enables visibility of supplier base resources on a continuing basis;
- (2) identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, provide a description of S&S strategies for all items;
- (3) identify problem items for which S&S cannot be easily met, propose solutions for these items, and identify any significant investments (dollars or otherwise) needed to implement these solutions;
- (4) describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements; and
- (5) provide information regarding agreements with subcontractors, suppliers and service provides, if applicable, that reflect access to S&S resources;
- (6) identify any significant investment (dollars or otherwise) under (3) or other subparagraphs above, needed to develop S&S capability, with the following information:
 - (i) An explanation of why the investment is

needed. (ii) A description of what items or materials will need to be purchased with the investment.

(iii) Provide a justification/basis for the

investment cost.

- (iv) Identify the S&S capability to be gained
- from the investment.

 (v) For investments to effect S&S strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.
- (c) Acceptable Standard Commercial. The following standard shall apply in lieu of paragraph (b) for commercial items that are readily available and accessible in sufficient quantities to meet the S&S requirements. Adequate proposals shall:
- provide information to support the rationale for concluding that the S&S items are readily available;
- (2) describe how access to these resources will provide the ability to meet S&S requirements; and
- (3) identify a plan for coordinating distribution and transportation services for meeting S&S requirements
- $\mbox{(d)}$ Deficient Proposals. Proposal revisions to correct deficiencies in S&S capability may be addressed during negotiations with offerors determined within the competitive range.
- Price(s) associated with S&S items will be Price. evaluated for reasonableness and realism in accordance with proposal analysis techniques specified in FAR 15.404. The total evaluated price associated with a proposal will include S&S prices/costs only to the extent such prices/ costs represent:
- (1) the dollar amount that must be obligated or reserved at time of award to implement and or maintain the S&S capability and
- $\ensuremath{\text{(2)}}$ the dollar amount associated with a confirmed requirement to support an actual contingency.
- Materially Unbalanced Offers. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract lines is significantly overstated or understated as indicated by application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that lack of balance poses an unacceptable risk to the Government.

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY M19D EVALUATION DFARS (MAR 1998)

- (a) Does the offeror propose to furnish --
- (1) A domestic end product with nonqualifying country components for which the offeror requrests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause of this solicitation?

- (b) If the answer in paragraph (a) is yes, answer the following questions:
- (1) Are such foreign supplies now in the United States?

[] YES [] NO

(2) Has the duty on such foreign supplies been paid?

[] YES [] NO

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

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PAGE OF PAGES Solicitation Number: CONTINUATION SHEET 27 27 SP0412-03-R-4822 BASIS FOR SUBMISSION AND 52.247-9G21 M33 EVALUATION OF OFFERS DSCR (JAN 1996) (a) Offers are invited on an f.o.b. destination basis for items Att 1 , , . Bids submitted on any other basis will be rejected as non-responsive. (b) Offers are invited on the basis of both f.o.b. origin and destination for items ${\rm NA}$, , (c) Offers are invited on an f.o.b. origin basis for items NA , , . When supplies are regionally priced the applicable regions shall be specified below. If regional price(s) are offered and the region is not specified, the bid will not be considered.

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1620002023735		>	02F
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650001382564	>	>-	19F
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650002089717	>	>	04F,05F
650005626893		>	21F,42F
1650007038768	>	>	05F,25F
650007719697	W. C.	>	ATF,06F,58N,59N
650007859866	.	>	05F
650007862657	>	>	05F,25F
650008593990	>	>-	05F
650008670686		>	12F
1650008689220		>	11F,12F,25F
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